

11/5/87

AGREEMENT FOR SITE ACCESS

at *11/5/87* *5:400.* *NOVEMBER 5th*
This Agreement is made this *11th* day of *5th*, 1987
between the Weyerhaeuser Company ("Grantor") and the Corporate
Trustee of the Western Processing Site Trust Agreement II
("Grantee").

R E C I T A L S:

- A. Pursuant to the consent decree approved by the U.S. District Court in United States v. Western Processing, No. C83-252M (W.D. Wash.) (the "Consent Decree"), approximately 180 companies ("Consenting Defendants"), including Grantor, have agreed with the United States and the State of Washington ("Governments") to conduct a subsurface cleanup program at and on property adjoining the Western Processing site, located at 7215 South 196th, Kent, Washington.
- B. The Consenting Defendants have authorized the Grantee, as corporate trustee of the Western Processing Trust Agreement II, to take those actions necessary to implement the Consent Decree.
- C. The Grantor owns the real property located in the near vicinity of the Western Processing site and shown on Exhibit A (the "Property"). Grantor has previously allowed EPA to construct and use a groundwater monitoring well on the Property pursuant to an access agreement with EPA. Pursuant to the Consent Decree and on behalf of the Consenting Defendants, Grantee needs to utilize the Property to perform a portion of the subsurface cleanup program. Grantee will utilize the services of one or more contractors (collectively, the "Contractor") for such purpose.

In consideration of the mutual covenants and agreements herein, the Grantor and Grantee agree as follows:

AGREEMENT

1. Access to Grantor's Property. Grantor hereby gives Grantee and its Contractor access to the Property for the purpose of performing the following activities that are to be done pursuant to the Consent Decree: testing, evaluation and closure of the two EPA groundwater monitoring wells now existing on the Property, and the installation, maintenance and

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use of such additional monitoring wells as may be required by the Consent Decree, at locations to be mutually agreed upon. Such access shall include, without limiting the foregoing, ingress and egress to the Property to perform the required activities. Monitoring wells are to be used for the monitoring required under the Consent Decree.

2. Limitations on Obligations. This Agreement is not intended to impose and does not impose upon Grantee any obligation to perform any investigation, cleanup or other work upon the Property. Grantor expressly reserves all rights it has under its access agreement with the EPA regarding the well.

3. Compliance with Applicable Laws. Grantee shall at all times exercise its rights herein and shall have the work performed at the Property in accordance with any and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

4. Contractor. Contractor is entitled to access under Paragraph 1 and may provide the notice required under the Paragraph 5. The Contractors currently entitled to access are HDR Infrastructure, Landau Associates, and Chemical Waste Management. Grantee shall notify Grantor of any further Contractors who will be performing work on the Property.

5. Notice of Activities. Grantee shall coordinate the time and manner of the work to be performed on the Property with such other employee of Grantor that Grantor may designate in writing to Grantee. Grantor may at any time change such designated person by written notice to Grantee.

6. Grantee's Use of the Property. Grantee shall exercise its rights under this Agreement and shall assure that the work is performed so as to minimize and avoid, to the extent reasonably practicable, interference with Grantor's use of the Property. In the event of any such interference, the parties will work together to provide Grantee with a means of doing the required monitoring without interference. If such cannot be achieved, Grantor may terminate this Agreement. Grantee agrees to restore the portion of the Property used in the performance of work under the Consent Decree to its original condition, i.e., the condition before EPA installed the well, upon conclusion of the work. Grantee further agrees that Grantor's access to the Property shall not be blocked.

7. Information. Upon Grantor's written request, Grantee will provide Grantor with (a) as-built drawings showing the location on the Property of any wells, piping, wiring and other

installations under this agreement, and (b) the test results of samples, if any, taken on the Property pursuant to this Agreement.

8. Recordation. The parties agree that this document can be recorded in the records of King County and shall be binding on the parties, their successors and assigns. This document shall be deemed to be a covenant running with the land, and binding on all future owners.

9. Assignment. Grantee may assign any and all of its rights, benefits and privileges in and under this Agreement to any successor of corporate trustee or trustees. Grantor hereby consents to such assignment. The rights and obligations of the parties in and under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns.

10. Term. This Agreement shall remain in full force and effect until one year after expiration of the Consent Decree.

11. Indemnity. Grantee agrees to indemnify and hold harmless Grantor for all claims for damages to any person or property, to the extent such damage is caused by performance of work required by the Consent Decree on the Property; provided, that Grantee shall not be responsible to Grantor for any claims for damages to any person or property to the extent caused by acts or omissions of Grantor.

12. Status of Grantee. Grantor recognizes and agrees that the Grantee, The Boeing Company, is acting as corporate trustee on behalf of the Consenting Defendants listed in Exhibit B. As such, Grantee is not acting on behalf of The Boeing Company, except to the extent that it is one of the Consenting Defendants.

13. Notice. Notices required to be in writing under this Agreement shall be given as follows:

To Grantor: David C. Nicholson
Weyerhaeuser Company
CH1 M31
Tacoma, Washington 98477

Grantee: Andre Gay
Corporate Trustee Representative
The Boeing Company
Mail Stop 1303
P.O. Box 3707
Seattle, WA 98124

Notices shall be deemed effective (a) if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, or (b) if otherwise given, upon delivery thereof. Either party may change the address to which notices may be given by giving notice as above provided.

14. Exhibits. All exhibits identified in this Agreement are attached hereto and by this reference made a part of this Agreement.

EXECUTED as of the date first written above.

Accepted:

GRANTOR:

WEYERHAEUSER COMPANY

By: Ed Campbell

Title: PLANT MGR.

GRANTEE:

By: Andrew Gay
Title: Representative for the
Corporate Trustee of the
Western Processing Site
Trust Agreement II

STATE OF WASHINGTON)

) ss.

COUNTY OF)

On this 5th day of NOVEMBER, 1987, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ED CAMPBELL, to me known to be the PLANT MGR. of the Weyerhaeuser Company, who executed the within and foregoing instrument, and acknowledged the said instrument to be the corporation's free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the corporation, that _____ was authorized to execute said instrument and the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seat the day and year in this certificate above written.

Charlotte Goring
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

My appointment expires 11-10-90

STATE OF WASHINGTON)

COUNTY OF King) ss.

On this 5th day of November, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Andre Gay, to me known to be the Corporate Trustee of Western Processing, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate above written.

Joanne M. Schaut
NOTARY PUBLIC in and for the State
of Washington, residing at Kent

My appointment expires 11-21-89.

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EXHIBIT A

Legal Description of the Weyerhaeuser Company property:

Lot 1 of City of Kent Short Plat Number SPC-79-22 recorded under Recording No. 8002190705; situate in King County, Washington.



Chicago Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF

8007110014

WHEN RECORDED RETURN TO

Name COLDWELL BANKER ESCROW

Address 1600 Park Place

City, State, Zip Seattle, Washington 98101



Statutory Warranty Deed

THE GRANTOR (b) (6) IO, husband and wife on June 23, 1978 and at all times since, doing business as TRI-STATE CONSTRUCTION CO.

for and in consideration of Ten Dollars and Other Good and valuable Consideration

in hand paid, conveys and warrants to GREYENALSER COMPANY

the following described real estate, situated in the County of King, State of Washington

Lot 1 of City of Kent Short Plat Number SPC-79-22 recorded under Recording No. 8002190705.

SUBJECT TO:

Easement recorded under Recording No. 7304260506;

Easement recorded under Recording No. 7801120337. Said easement also recorded under Recording Nos. 7901120339, 7901120341, 7901120343, 7901120345, 7901120347, 7901120349;

Matter disclosed by survey recorded under Recording Nos. 7904129008 and 8002159001;

Easement for private drainage ditch over West 17.5 feet of subject property as disclosed by the short plat;

Assessment in the original amount of \$17,867.06 levied by City of Kent, May 27, 1980 under L.I.D. No. 286 which the Grantee herein assures and agrees to pay;

Easement recorded under Recording No. 7901120338. Said easement also recorded under Recording Nos. 7901120340, 7901120342, 7901120344, 7901120346, 7901120348 and 7901120350.

(b) (6)

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STATE OF WASHINGTON

COUNTY OF King

(b) (6) before me

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal of this day of July 1980

Notary Public in and for the State of Washington residing at

STATE OF WASHINGTON

COUNTY OF

On this day of before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared

and to me known to be the President and Secretary respectively of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that

authorized to execute the said instrument and that the seal affixed to the foregoing instrument of said corporation

Notary Public in and for the State of Washington residing at

EXHIBIT B

List of Stipulating PRPs

AKI (Automix Keyboards Inc.)
AT&T Technologies Inc.
Acme Inter-City Freightlines
Advance Electroplating Inc.
Advance Hard Chrome Inc.
Airo Services Inc.
Alaskan Copper Works
Alcan Canada Products Ltd.
American Boiler Works
American Can U.S.
American Tar
Amfac Fluid Power
Atlantic Richfield
Auto Warehousing Co.
Avtech Corp.
B.C. Ferry Corp.
Bayliner Marine Corp.
Bellevue School Dist.
Bemis Co., Inc.
Bethlehem Steel
Borden Chemicals-Western Div.
Borg Warner-York Div.
Burlington High School
Calgon Corp.
Cam Industries Inc.
Cascade Plating Co.
Cascade Pole Co.
Champion Int'l (St Regis)
Chemcentral/Seattle
Chevron Inc.
Chromium Co., Inc.
Circuit Services
City of Sumner (Fire Dept.)
Color Your World/Tonecraft
Container Corp. of America
Data I/O Corp.
Dow Chemical Inc.
Dresser Industries (Magcobar)
EMF Corp.
Economics Laboratory
Evergreen Industries
Exxon Co.
Farster Construction
Federal Transfer Co.
Fentron Industries (Criton)

Finishing Unlimited
Flow Industries (Flow Research)
Freight Speed Inc.
Fruehauf Trailer Div.
Futura Home Products-Colortrym
G.M. Nameplate Inc.
General Electric
General Plastics Mfg. Co.
Geo. A. Hormel and Co.
Greyhound Corp. (Purex)
Guardsman Chemicals Inc.
H.W. Blackstock Co.
Harold LeMay Enterprises
Harry Lunstead Designs
Heath Techna (Criton Corp.)
Highline Community College
Hitco
Honeywell Corp.
Hygrade Food Products
Hytec Inc.
Hytek Finishes Co. (Heath Plating)
Industrial Plating Corp.
Inmont Co.
Intalco Aluminum Corp.
J.H. Baxter
J.M. Martinac Shipbuilding
Jarvie Paint
John Fluke Mfg. Co.
Joseph Simon & Sons Inc.
Kent School Dist. #415
L.F.R. Knudsen Co.
Lake Union Drydock
Lawrence Electronics
Leber Ink Co., Inc.
Lynden Transport Inc.
Mannesman Tally Corp.
Marine Industries Northwest
Marine Iron Inc.
McCall Oil & Chem. Corp.
Metal Finishers Inc.
Metal Marine Pilot Corp.
Metro Seattle
Mobil Oil Co.
Monsanto
Morton Thiokol, Inc.
MTH Finishers Inc.
National Can Corp.
National Paper Box
Nemco Electric Co.
Northwest Metal Products

Northwest Molded Products
Northwest Plating Co.
Nuclear Pacific Inc.
Occidental Chemical Corp.
Omark
Owens Corning Fiberglass
Oxygen Sales
Pacific Car & Foundry Co.
Pacific Metallurgical Inc.
Pacific Propeller Co.
Pacific Western Airlines
Pacific Western Eng. Corp.
Pennwalt Corp.
Physio Control
Pirelli Cables Ltd.
Pittsburgh Testing Laboratory
Precision Engineering
Quality Finishing Inc.
R.W. Rhine Inc.
Ratelco Inc.
Red Dot Corp.
Renton Issaquah Auto Freight
Resource Recovery Inc.
Reynolds Metals Co.
Rhone-Poulenc Inc.
Rics Transfer Co., Inc.
Ridgway Packaging Corp.
Rocket Research Co.
Rudd Co.
Safety Kleen Corp.
Sanmina Corp.
Santa Clara Circuits
Scott Paper Co.
Seattle Disposal
Seattle Times
Shell Oil Co.
Simpson Timber Co.
Sound Casket
Sound Delivery Service
Sperry Flight Systems
State of Wash.-DNR
State of Wash.-Dept. of Labor
Steel Products
Stuart Auto Products
Surftech Finishes
Tacoma Moving & Storage
Tam Engineering
Taylors Auto Body
Tektronix Inc.

Tel Tone
The Austin Co.
The Barthel Co. (Norcore)
The Boeing Company
The Chemithon Corp.
The Flecto Co., Inc.
The Furniture Bath
The Pittsburgh & Midway Coal
Todd Pacific Shipyards
Transco N.W. Inc. (Acme Metals)
Tri Way Industries
Tyee Aircraft
U.S. Oil & Refining
U.T. Barge Co.
United Drain Oil
United Services, Inc.
Universal Paint
Universal Plastics
University of Oregon
University of Puget Sound
University of Washington
Valley Enamel
Valley Medical Center
Van Vetter Inc.
Van Waters & Rogers
Vanport Industries Inc.
W.E.S. Plastics
W.R. Grace & Co.
Western Furnaces
Western Gear Corp.
Western Pneumatic Tube
Western Wood Preserving Co.
Weyerhaeuser Corp.
Williams Machinery, Ltd.
Zehrunge Chemical
Zepeda Instruments